

SAN JOSE COALITION

ABMEI

AEA/IFPTE LOCAL 21

AMSP

CAMP/IFPTE LOCAL 21

IBEW

Settlement Proposal

March 14, 2011

This is a PACKAGE PROPOSAL. This PACKAGE PROPOSAL is submitted in an attempt to reach a settlement in these extraordinary economic circumstances facing the City of San Jose.

In the event this PACKAGE PROPOSAL is not accepted by the City of San Jose, the foregoing labor organizations and coalition reserves the right to modify, edit or amend any future proposals, including but not limited to, the effective dates of the specific changes.

TERM FOR SJ COALITION

2 Year Term

July 1, 2011 – June 30, 2013

Package Proposal – March 14, 2011 Coalition
ABMEI, AEA/IFPTE Local 21, AMSP, CAMP/IFPTE Local 21, IBEW

CITY PROPOSAL – WAGES

Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to [Union] shall be decreased by approximately 10.1%. This will result in the top and bottom of the range of all classifications represented by [Union] being 10.1% lower. All employees will receive a 10.1% base pay reduction.

This language is intended to replace the language in:

- *Article 10.1 through Article 10.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.*
- *Article 10.1 through Article 10.1.6 of the AEA (Unit 43) Memorandum of Agreement.*
- *The section entitled "Salary/Additional Retirement Contributions" in the AMSP Benefit & Compensation Summary*
- *The section entitled "Salary/Additional Retirement Contributions" in the CAMP Benefit & Compensation Summary*
- *Article 5.1 through Article 5.1.6 of the IBEW Memorandum of Agreement*

Should any City employee bargaining unit not covered by Charter Section 1111, represented or unrepresented, reach an MOA with the City that provides less than a 10% total compensation concession, as directed by the San Jose City Council, the lower compensation concession, in any form or manner, will be applied to the bargaining units in this Coalition

UNION ADDITION FOR PURPOSES OF CLARIFICATION
FOR THIS PROPOSAL

The City of San Jose will "undo" one-time and ongoing additional employee retirement contribution and stop "one time" base rate concessions from previous year.

CITY PROPOSAL – WAGES

Proposed Language:

Effective June 27, 2010, all salary ranges for employees holding positions in classifications assigned to ABMEI (Union Code 03/031) shall be decreased by approximately 4.65%.

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to ABMEI (Union Code 03/031) shall be decreased approximately by an additional 5.45%. This will result in the top and bottom of the range of all classifications represented by ABMEI (Union Code 03/031) being an additional 5.45% lower. All employees will receive an additional 5.45% base pay reduction.

This language is intended to replace the language in:

- *Article 5.1.1 of the ABMEI Memorandum of Agreement (replaces Section 5.1.1 as approved by the City Council on April 27, 2010, via the Pay proposal in the City's Last, Best, and Final Offer)*

Should any City employee bargaining unit not covered by Charter Section 1111, represented or unrepresented, reach an MOA with the City that provides less than a 10% total compensation concession, as directed by the San Jose City Council, the lower compensation concession, in any form or manner, will be applied to the bargaining units in this Coalition

UNION ADDITION FOR PURPOSES OF CLARIFICATION
FOR THIS PROPOSAL

The City of San Jose will "undo" one-time and ongoing additional employee retirement contribution and stop "one time" base rate concessions from previous year.

CITY PROPOSAL – HEALTHCARE COST SHARING

Proposed Language:

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan.

This language shall be added under:

- *Article 5.5.1 of the IBEW Memorandum of Agreement (replaces current Article 5.5.1)*
- *Article 11.1.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Article 11.1.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Articles 11.1.2, 11.1.3 and 11.1.4)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to cost sharing will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to cost sharing will be deleted)*

CITY PROPOSAL – HEALTHCARE CO-PAYS

Proposed Language:

Effective pay date July 1, 2011, a \$25 Co-pay plan shall be implemented for all HMO plans, including the following changes:

- a. Office Visit Co-pay shall be increased to \$25
- b. Prescription Co-pay shall be increased to \$10 for generic and \$25 for brand name
- c. Emergency Room Co-pay shall be increased to \$100
- d. Inpatient/Outpatient procedure Co-pay shall be increased to \$100

This language shall be added under:

- *Article 5.5.2 of the IBEW Memorandum of Agreement (replaces current Article 5.5.2)*
- *Article 11.1.5 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.1.5)*
- *Article 11.1.5 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.1.5)*
- *Health Insurance Section of the CAMP Compensation Summary (previous references to co-pays will be deleted)*
- *Health Insurance Section of the AMSP Compensation Summary (previous references to co-pays will be deleted)*

2011 CITY OF SAN JOSE – COALITION

CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

Proposed Language:

Effective pay date July 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

This language shall be added under:

- *Article 5.5.4.2 of the IBEW Memorandum of Agreement (replaces current Article 5.5.4.2)*
- *Article 11.3.2 of the AEA Memorandum of Agreement, Units 41/42 (replaces current Article 11.3.2)*
- *Article 11.3.2 of the AEA Memorandum of Agreement, Unit 43 (replaces current Article 11.3.2)*
- *Health and Dental In Lieu Section of the CAMP Compensation Summary*
- *Health and Dental In Lieu Section of the AMSP Compensation Summary*

CITY PROPOSAL – HEALTH AND DENTAL IN LIEU

Proposed Language:

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

This language shall be added under:

- *Article 5.5.4 of the ABMEI Memorandum of Agreement (replaces Article 5.5.4 as approved by the City Council on April 27, 2010, via the Healthcare – Health in Lieu proposal in the City's Last, Best, and Final Offer)*

CITY PROPOSAL – HEALTHCARE DUAL COVERAGE

Proposed Language:

An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

This language shall be added under:

- *Article 5.5.5 of the IBEW Memorandum of Agreement as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Health Insurance Section of the CAMP Compensation Summary*
- *Health Insurance Section of the AMSP Compensation Summary*
- *Article 5.3.1 of the ABMEI Memorandum of Agreement (replaces Section 5.3.1)*

Proposed Language:

An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

This language shall be added under:

- *Article 5.6.2 of the IBEW Memorandum of Agreement as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Dental Insurance Section of the CAMP Compensation Summary*
- *Dental Insurance Section of the AMSP Compensation Summary*
- *Article 5.4.1 of the ABMEI Memorandum of Agreement (replaces Section 5.4.1)*

SICK LEAVE PAYOUT REFORM

The Coalition agrees to negotiate upon 10-days notice all possible methods and scenarios to reduce the cost of sick leave payouts through payout reductions, caps, non-taxed payment (for example, retiree healthcare co-pays, Medicare Part B premiums, or other non taxed employment benefits cost offsets) or other opportunities to save taxpayer dollars.

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL INSPECTORS
(ABMEI)

RETIREMENT REFORM

The City and the Association of Building, Mechanical, and Electrical Inspectors (ABMEI) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or ABMEI may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or ABMEI receives notice from the other. The City and ABMEI shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

UNION LANGUAGE ADDED:

As provided by law, this agreement does not waive any vested benefits.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and ABMEI.

FOR THE CITY:

FOR ABMEI:

Aracely Rodriguez
Office of Employee Relations

Date

Steve Stender
Association of Building, Mechanical, and
Electrical Inspectors (ABMEI)

Date

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21
(AEA Unit 41/42)

RETIREMENT REFORM

The City and the Association of Engineers and Architects, IFPTE Local 21 Unit 41/42 agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or AEA Unit 41/42 may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AEA Unit 41/42 receives notice from the other. The City and AEA Unit 41/42 shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

UNION LANGUAGE ADDED:

As provided by law, this agreement does not waive any vested benefits.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 41/42.

FOR THE CITY:

FOR AEA Unit 41/42:

Aracely Rodriguez Date
Office of Employee Relations

Nancy Ostrowski Date
Association of Engineers and Architects,
IFPTE Local 21 (AEA Unit 41/42)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21
(AEA Unit 43)

RETIREMENT REFORM

The City and the Association of Engineers and Architects, IFPTE Local 21 Unit 43 agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or AEA Unit 43 may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AEA Unit 43 receives notice from the other. The City and AEA Unit 43 shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

UNION LANGUAGE ADDED:

As provided by law, this agreement does not waive any vested benefits.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AEA Unit 43.

FOR THE CITY:

FOR AEA Unit 43:

Aracely Rodriguez
Office of Employee Relations

Date

Nancy Ostrowski
Association of Engineers and Architects,
IFPTE Local 21 (AEA Unit 43)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MANAGEMENT AND SUPERVISORY PERSONNEL (AMSP)

RETIREMENT REFORM

The City and the Association of Management and Supervisory Personnel (AMSP) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or AMSP may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or AMSP receives notice from the other. The City and AMSP shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

UNION LANGUAGE ADDED:

As provided by law, this agreement does not waive any vested benefits.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

FOR AMSP:

Aracely Rodríguez Date
Office of Employee Relations

Dale Dapp Date
Association of Management and
Supervisory Personnel (AMSP)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)

RETIREMENT REFORM

The City and the City Association of Management Personnel, IFPTE Local 21 (CAMP) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or CAMP may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or CAMP receives notice from the other. The City and CAMP shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

UNION LANGUAGE ADDED:

As provided by law, this agreement does not waive any vested benefits.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

FOR CAMP:

Aracely Rodriguez Date
Office of Employee Relations

Nancy Ostrowski Date
City Association of Management
Personnel, IFPTE Local 21 (CAMP)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332
(IBEW)

RETIREMENT REFORM

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or IBEW may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or IBEW receives notice from the other. The City and IBEW shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

UNION LANGUAGE ADDED:

As provided by law, this agreement does not waive any vested benefits.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and IBEW.

FOR THE CITY:

FOR IBEW:

Aracely Rodriguez
Office of Employee Relations

Date

Dan Rodriguez
International Brotherhood of Electrical
Workers, Local No. 332 (IBEW)

Date

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL INSPECTORS
(ABMEI)

LAYOFF

The City or the Association of Building, Mechanical, and Electrical Inspectors (ABMEI) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or ABMEI receives notice from the other. The City and ABMEI shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR ABMEI:

Aracely Rodriguez Date
Office of Employee Relations

Steve Stender Date
Association of Building, Mechanical, and
Electrical Inspectors (ABMEI)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21
(AEA Unit 41/42)

LAYOFF

The City or the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 41/42) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or AEA Unit 41/42 receives notice from the other. The City and AEA Unit 41/42 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR AEA Unit 41/42:

Aracely Rodriguez
Office of Employee Relations

Date

Nancy Ostrowski
Association of Engineers and Architects,
IFPTE Local 21 (AEA Unit 41/42)

Date

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21
(AEA Unit 43)

LAYOFF

The City or the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 43) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or AEA Unit 43 receives notice from the other. The City and AEA Unit 43 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR AEA Unit 43:

Aracely Rodriguez Date
Office of Employee Relations

Nancy Ostrowski Date
Association of Engineers and Architects,
IFPTE Local 21 (AEA Unit 41/42)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MANAGEMENT AND SUPERVISORY PERSONNEL (AMSP)

LAYOFF

The City or the Association of Management and Supervisory Personnel (AMSP) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure. Upon such notice, the parties shall meet within ten (10) calendar days after the City or AMSP receives notice from the other. The City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

FOR AMSP:

Aracely Rodriguez
Office of Employee Relations

Date

Dale Dapp
Association of Management and
Supervisory Personnel (AMSP)

Date

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)

LAYOFF

The City or the City Association of Management Personnel, IFPTE Local 21 (CAMP) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure. Upon such notice, the parties shall meet within ten (10) calendar days after the City or CAMP receives notice from the other. The City and CAMP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and CAMP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

FOR CAMP:

Aracely Rodriguez
Office of Employee Relations

Date

Nancy Ostrowski
City Association of Management
Personnel, IFPTE Local 21 (CAMP)

Date

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332
(IBEW)

LAYOFF

The City or the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or IBEW receives notice from the other. The City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR IBEW:

Aracely Rodriguez Date
Office of Employee Relations

Dan Rodriguez Date
International Brotherhood of Electrical
Workers, Local No. 332 (IBEW)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL INSPECTORS
(ABMEI)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the Association of Building, Mechanical, and Electrical Inspectors (ABMEI) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or ABMEI may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or ABMEI receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and ABMEI shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR ABMEI:

Aracely Rodriguez Date
Office of Employee Relations

Steve Stender Date
Association of Building, Mechanical, and
Electrical Inspectors (ABMEI)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21
(AEA Unit 41/42)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 41/42) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or AEA Unit 41/42 may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AEA Unit 41/42 receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and AEA Unit 41/42 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR AEA Unit 41/42:

Aracely Rodriguez Date
Office of Employee Relations

Nancy Ostrowski Date
Association of Engineers and Architects,
IFPTE Local 21 (AEA Unit 41/42)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21
(AEA Unit 43)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the Association of Engineers and Architects, IFPTE Local 21 (AEA Unit 43) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or AEA Unit 43 may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AEA Unit 43 receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and AEA Unit 43 shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR AEA Unit 43:

Aracely Rodriguez
Office of Employee Relations

Date

Nancy Ostrowski
Association of Engineers and Architects,
IFPTE Local 21 (AEA Unit 41/42)

Date

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF MANAGEMENT AND SUPERVISORY PERSONNEL (AMSP)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the Association of Management and Supervisory Personnel (AMSP) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or AMSP may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or AMSP receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and AMSP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and AMSP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and AMSP.

FOR THE CITY:

FOR AMSP:

Aracely Rodriguez Date
Office of Employee Relations

Dale Dapp Date
Association of Management and
Supervisory Personnel (AMSP)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE LOCAL 21 (CAMP)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the City Association of Management Personnel, IFPTE Local 21 (CAMP) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or CAMP may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or CAMP receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and CAMP shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor agreement between the City and CAMP, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and CAMP.

FOR THE CITY:

FOR CAMP:

Aracely Rodriguez Date
Office of Employee Relations

Nancy Ostrowski Date
City Association of Management
Personnel, IFPTE Local 21 (CAMP)

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO.332
(IBEW)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the International Brotherhood of Electrical Workers, Local No. 332 (IBEW) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or IBEW may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or IBEW receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and IBEW shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.

FOR THE CITY:

FOR IBEW:

Aracely Rodriguez Date
Office of Employee Relations

Dan Rodriguez Date
International Brotherhood of Electrical
Workers, Local No. 332 (IBEW)

STATUS QUO

Except for the foregoing, there will be no other changes to the current contracts or agreements of the foregoing labor organizations and coalition.

Coalition Package Proposal to City of San Jose – March 14, 2011
ABMEI, AEA/IFPTE Local 21, AMSP, CAMP/IFPTE Local 21, IBEW